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PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Laura Cecilia Zarate Ramirez ("Plaintiff") and defendant American Assets Trust, Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party." This Agreement memorializes and implements the Memorandum of Understanding fully executed by the Parties on July 8, 2026 (the "MOU").

1. DEFINITIONS.

1.1 **"Action"** means the lawsuit captioned Laura Cecilia Zarate Ramirez v. American Assets Trust, Inc., San Diego Superior Court Case No. 24CL031156C, initiated on December 30, 2024, and pending in the Court, including the PAGA claim asserted in the Operative Complaint.

1.2 **"Administrator"** means Apex Class Action, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 **"Administration Expenses Payment"** means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses not to exceed $3,000, as approved by the Court.

1.4 **"Aggrieved Employee"** means any current or former non-exempt employee who worked for Defendant in California at any time during the PAGA Period.

1.5 **"Aggrieved Employee Data"** (referred to in the MOU as "Class Data") means information regarding Aggrieved Employees that Defendant will in good faith compile from its records and provide to the Administrator, formatted as a Microsoft Excel spreadsheet, including each Aggrieved Employee's full name, last-known mailing address, Social Security number, start and end dates of employment, number of PAGA Pay Periods worked during the PAGA Period, and any other information the Administrator deems necessary to accurately calculate the number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period.

1.6 **"Address Search"** means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.

1.7 **"Approval Order"** means the Court's order granting approval of the Settlement.

1.8 **"Court"** means the Superior Court of California, County of San Diego.

1.9 **"Defendant"** means named defendant American Assets Trust, Inc.

1.10 **"Defense Counsel"** means Guillermo A. Escobedo and Komal Jain of Constangy, Brooks, Smith & Prophete, LLP, 550 West C Street, Suite 1400, San Diego, California 92101.

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1.11 **"Gross Settlement Amount"** means $35,000, which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay the Individual PAGA Payments, the LWDA PAGA Payment, and the Administration Expenses Payment. Defendant is responsible for the employer's share of payroll taxes, if any, which shall be paid separately and in addition to the Gross Settlement Amount.

1.12 **"Individual PAGA Payment"** means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties, calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.13 **"Individual Settlement Agreement"** means the separate Settlement Agreement and General Release between Plaintiff and Defendant, fully executed on or about July 9, 2026, resolving Plaintiff's individual claims in the Action other than the PAGA claim.

1.14 **"Judgment"** means the judgment entered by the Court based upon the Approval Order.

1.15 **"LWDA"** means the California Labor and Workforce Development Agency.

1.16 **"LWDA PAGA Payment"** means the65% of the Net Settlement Amount that shall be paid to the LWDA under Labor Code section 2699, subdivision (i).

1.17 **"Net Settlement Amount"** means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: (a) LWDA PAGA Payment; (b) the Administration Expenses Payment; and (c) Plaintiff's Service Award Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.18 **"Operative Complaint"** means Plaintiff's First Amended Complaint, filed in the Action on August 28, 2026.

1.19 **"PAGA"** means the Private Attorneys General Act of 2004 (Lab. Code, § 2698 et seq.).

1.20 **"PAGA Counsel"** means Hugo Ivan Salazar of Salazar Law Group, APC, 3975 Camino de la Plaza, Suite 208-949, San Ysidro, California 92173, the attorney representing Plaintiff in the Action.

1.21 **"PAGA Notice"** means Plaintiff's written notice of Labor Code violations dated December 2, 2025, served on Defendant on December 2, 2025, and submitted to the LWDA on May 26, 2026 (LWDA Case No. LWDA-CM-1179734-26), pursuant to Labor Code section 2699.3, subdivision (a).

1.22 **"PAGA Pay Period"** means any two-week period beginning on a Sunday and ending on the second Saturday thereafter, for which employees record their hours and are paid accordingly for that time frame, during which an Aggrieved Employee worked for at least one day during the PAGA Period.

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1.23 **"PAGA Penalties"** means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and 65% to the LWDA in settlement of PAGA claims.

1.24 **"PAGA Period"** means the period dating back to December 2, 2024 through the earlier of: 30 days after the 65-day expiration following Plaintiff's service of the LWDA notice, or the date in which the Court issues approval of the PAGA settlement.

1.25 **Plaintiff"** means Laura Cecilia Zarate Ramirez, the named plaintiff in the Action.

1.26 **"Released PAGA Claims"** means the claims being released as described in Paragraph 5.2 below.

1.27 **"Released Parties"** means Defendant and each of its former and present parents, subsidiaries, affiliates, directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, and assigns.

1.28 **"Service Award"** means the payment to Plaintiff described in Paragraph 3.2(b) below.

1.29 **"Settlement"** means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On December 30, 2024, Plaintiff commenced this Action by filing a complaint alleging causes of action against Defendant for gender discrimination; failure to take reasonable steps to prevent discrimination; hostile work environment; failure to provide required meal and rest breaks; whistleblower retaliation; retaliation; wrongful termination in violation of public policy; and violation of Labor Code section 2698.

2.2 On August 28, 2026, pursuant to the Parties' stipulation and the Court's order dated August 12, 2026, Plaintiff filed the First Amended Complaint, which adds allegations of Plaintiff's exhaustion of PAGA's administrative prerequisites and asserts a cause of action for civil penalties under PAGA. The First Amended Complaint is the Operative Complaint in the Action. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.3 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notice on May 26, 2026. The 65-day period following submission of the PAGA Notice to the LWDA expired on July 30, 2026, and the LWDA did not provide notice of any intent to investigate. Accordingly, the condition stated in paragraph 16 of the MOU has been satisfied.

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2.4 The Parties, through counsel, engaged in arm's-length settlement negotiations, which led to the MOU. Plaintiff and PAGA Counsel executed the MOU on July 3, 2026, and June 25, 2026, respectively, and Defendant executed the MOU on July 8, 2026. Pursuant to paragraph 12 of the MOU, Defendant was to provide the Aggrieved Employee Data to the Administrator within thirty (30) days after execution of the MOU.

2.5 In negotiating the Settlement, the Parties relied on Defendant's estimate that approximately 160 Aggrieved Employees worked approximately 3,969 PAGA Pay Periods during the PAGA Period. The escalator provision in Paragraph 4.2 protects the Aggrieved Employees and the LWDA if the actual number of PAGA Pay Periods, as calculated by the Administrator from the Aggrieved Employee Data, materially exceeds that estimate.

2.6 Plaintiff and PAGA Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

2.7 Plaintiff's individual claims in the Action, other than the PAGA claim, have been resolved by the separate Individual Settlement Agreement, the financial terms of which are confidential. The Individual Settlement Agreement is not contingent on the amount of any payment under this Agreement, and no portion of the Gross Settlement Amount is allocated to Plaintiff's individual claims other than the Service Award.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendant promises to pay $35,000 and no more as the Gross Settlement Amount, subject only to the adjustment described in Paragraph 4.2. Defendant has no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4.4. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

(a) To the Administrator. An Administration Expenses Payment not to exceed $3,000, except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than, or the Court approves payment less than, $3,000, the Administrator will retain the remainder in the Net Settlement Amount.

(b) To Plaintiff. A Service Award of not more than $2,500, in recognition of Plaintiff's efforts on behalf of the State of California and the Aggrieved Employees and in exchange for Plaintiff's general release set forth in Paragraph 5.1. Defendant will not oppose Plaintiff's request for a Service Award that does not exceed this amount. If the Court approves a Service Award less than the amount requested, the Administrator will

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allocate the remainder to the Net Settlement Amount. The Administrator will pay the Service Award without withholding and will report it on an IRS Form 1099. Plaintiff assumes full responsibility and liability for taxes owed on the Service Award.

(c) To the LWDA and Aggrieved Employees. PAGA Penalties in the amount of the Net Settlement Amount, which is currently estimated to be $29,500, to be paid from the Gross Settlement Amount, with 65% (currently estimated at $19,175) allocated to the LWDA PAGA Payment and 35% (currently estimated at $10,325) allocated to the Individual PAGA Payments.

(i) The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of the PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. The PAGA Pay Periods will be calculated by the Administrator based on the Aggrieved Employee Data and will be presumed to be correct unless a particular Aggrieved Employee proves otherwise to the Administrator by credible written evidence. All PAGA Pay Period disputes will be resolved and decided by the Administrator, and the Administrator's decision on all PAGA Pay Period disputes will be final. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

(ii) If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS Forms 1099.

3.3 No Attorneys' Fees or Costs. PAGA Counsel will not seek, and hereby waives, any award of attorneys' fees or litigation costs and expenses in connection with the PAGA claim, whether from the Gross Settlement Amount or from Defendant. No portion of the Gross Settlement Amount will be paid to PAGA Counsel. Released Parties shall have no liability to PAGA Counsel or any other counsel for Plaintiff for attorneys' fees or costs in connection with the PAGA claim.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 PAGA Pay Periods. Based on a review of its records to date, Defendant estimates there are 160 Aggrieved Employees who worked a total of approximately 3,969 PAGA Pay Periods during the PAGA Period.

4.2 Escalator Clause. If the actual number of PAGA Pay Periods worked during the PAGA Period, as calculated by the Administrator from the Aggrieved Employee Data, exceeds 3,969 by more than ten percent (10%) (i.e., exceeds 4,366 PAGA Pay Periods), the Gross Settlement Amount will be increased by the percentage by which the actual number of PAGA Pay Periods exceeds 110% of the estimate (i.e., if the actual number of PAGA Pay Periods is 12% over 3,969, the Gross Settlement Amount will increase by 2%). Alternatively, and at Defendant's election, Defendant may instead reduce the end date of the PAGA Period so that the number of

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PAGA Pay Periods does not exceed 4,366. Defendant shall make any such election in writing to PAGA Counsel within seven (7) days after the Administrator reports the calculated number of PAGA Pay Periods.

4.3 Aggrieved Employee Data. To the extent not previously provided, within ten (10) days after full execution of this Agreement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.4 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than twenty (20) days after the Court enters the Approval Order.

4.5 Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the Service Award. Disbursement of the Service Award shall not precede disbursement of the Individual PAGA Payments.

(a) The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address database.

(b) The Administrator must conduct an Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose

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original check was lost or misplaced, as requested by the Aggrieved Employee before the void date.

(c) All checks mailed to the Aggrieved Employees that are not cashed within 180 days of payment shall be distributed to a cy pres entity, in accordance with Code of Civil Procedure section 384, as agreed by the Parties or as otherwise required by the Court.

(d) The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, PAGA Counsel, and the Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. In addition to the Released PAGA Claims, and in addition to and not in limitation of the release contained in the Individual Settlement Agreement, Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally release and discharge the Released Parties from any and all claims in connection with Plaintiff's employment with Defendant, whether known or unknown, asserted or unasserted in the Action, through the date of entry of the Judgment ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement or the Individual Settlement Agreement, or to any claims that cannot be released as a matter of law. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

(a) Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

5.2 Release by Aggrieved Employees. Plaintiff, on behalf of the State of California and the LWDA, and all Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors,

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and assigns, the Released Parties from all claims for PAGA civil penalties arising from the Labor Code violations alleged in the PAGA Notice, including such claims that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notice or in the Operative Complaint in support of those violations, that are alleged to have occurred during the PAGA Period, including, without limitation, claims for civil penalties arising from alleged violations of Labor Code sections 201, 202, 203, 204, 204b, 210, 226, 226.3, 226.7, 256, 512, 516, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2698, 2699 et seq., the applicable IWC Wage Orders, and any other Labor Code provisions implicated by the alleged conduct ("Released PAGA Claims"). The Released PAGA Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, individual claims for unpaid wages or damages, and claims outside of the PAGA Period.

6. MOTION FOR APPROVAL OF SETTLEMENT.

Plaintiff agrees to prepare and file a motion for approval of this Settlement, which may be heard on a regularly noticed basis or, if the Parties agree, presented by joint ex parte application to have the motion heard or decided on an expedited basis.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, including: (i) a draft Approval Order and proposed Judgment; (ii) a signed declaration from PAGA Counsel attesting to the timely transmission to the LWDA of all necessary PAGA documents, including the PAGA Notice, the Operative Complaint, and this Agreement; and (iii) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Submission to the LWDA. PAGA Counsel shall submit this Agreement to the LWDA at the same time the motion for approval is filed with the Court, and shall submit a copy of the Approval Order and Judgment to the LWDA within ten (10) days after entry, as required by Labor Code section 2699.

6.3 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the motion for approval of this Settlement no later than fourteen (14) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator. Defendant will not oppose the motion for approval provided it is consistent with this Agreement.

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6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings, if any, and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury Regulation §468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise. Upon completion of all disbursements, the Administrator shall provide PAGA Counsel and Defense Counsel with a declaration confirming the payments made under this Agreement.

8. CONTINUING JURISDICTION OF THE COURT.

The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement pursuant to Code of Civil Procedure section 664.6 solely for purposes of (i) enforcing this Agreement and/or the Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

8.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Service Award, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If another party appeals the Judgment, the Parties'

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obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

9. ADDITIONAL PROVISIONS.

9.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

9.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the settlement of the PAGA claim, superseding the MOU and any and all oral representations, warranties, covenants, or inducements made to or by any Party relating to the PAGA claim. This Agreement does not supersede, modify, or amend the Individual Settlement Agreement, which remains in full force and effect according to its terms.

9.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement, including any amendments to this Agreement.

9.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement and submitting supplemental evidence and supplemental points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the Court for resolution.

9.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Parties in this Settlement.

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9.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel is providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

9.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

9.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

9.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

9.10 Cooperation in Drafting. The Parties have cooperated in drafting and preparing this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

9.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

9.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defendant in connection with settlement negotiations or the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or the California Rules of Court. Not later than 90 days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiff and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

9.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

9.14 Calendar Days. Unless otherwise noted, all references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

9.15 Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the

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third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Hugo Ivan Salazar, Salazar Law Group, APC, 3975 Camino de la Plaza, Suite 208-949, San Ysidro, California 92173, hsalazar@sdworkerslawyer.com.

To Defendant: Guillermo A. Escobedo andKomal Jain, Constangy, Brooks, Smith & Prophete, LLP, 550 West C Street, Suite 1400, San Diego, California 92101, gescobedo@constangy.com and kjain@constangy.com.

9.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

9.17 Stay of Litigation and Extension of Time to Trial. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, pursuant to Code of Civil Procedure section 583.330, that the time within which to bring this Action to trial under Code of Civil Procedure section 583.310 shall be extended from July 8, 2026, the date on which the MOU was signed by all Parties, until the entry of the Judgment.

[SIGNATURES ON FOLLOWING PAGE]

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IT IS SO AGREED AS TO FORM AND CONTENT BY PLAINTIFF:

Dated: 10/20/2026

Firmado por:
F8375FDEC756425...
Plaintiff Laura Cecilia Zarate Ramirez

IT IS SO AGREED AS TO FORM AND CONTENT BY DEFENDANT:

Dated: _____

American Assets Trust, Inc.
By: Adam Wyll
Title: President and Chief Executive Officer

Dated: _____

American Assets Trust, Inc.
By: Robert F. Barton
Title: Chief Financial Officer and Executive Vice President

APPROVED AS TO FORM:

Dated: 10/20/2026

Signed by:
FA5F15D200D9462...
Hugo Ivan Salazar, Esq.
Salazar Law Group, APC
Attorney for Plaintiff

Dated: _____

Guillermo A. Escobedo, Esq.
Komal Jain, Esq.
Constangy, Brooks, Smith & Prophete, LLP
Attorneys for Defendant

IT IS SO AGREED AS TO FORM AND CONTENT BY PLAINTIFF:

Dated: _____

_____
Plaintiff Laura Cecilia Zarate Ramirez

IT IS SO AGREED AS TO FORM AND CONTENT BY DEFENDANT:

Dated: 10-20-26

_____
American Assets Trust, Inc.
By: Adam Wyll
Title: President and Chief Executive Officer

Dated: 10/20/2026

_____
American Assets Trust, Inc.
By: Robert F. Barton
Title: Chief Financial Officer and Executive Vice President

APPROVED AS TO FORM:

Dated: _____

_____
Hugo Ivan Salazar, Esq.
Salazar Law Group, APC
Attorney for Plaintiff

Dated: 10/20/2026

_____
Guillermo A. Escobedo, Esq.
Komal Jain, Esq.
Constangy, Brooks, Smith & Prophete, LLP
Attorneys for Defendant